



WEST VALLEY CITY REDEVELOPMENT AGENCY  
3600 CONSTITUTION BOULEVARD  
WEST VALLEY CITY, UTAH 84119

KAREN LANG, CHAIR  
STEVE BUHLER, VICE CHAIR

The Regular Meeting of the West Valley City Redevelopment Agency will be held on Tuesday, September 1, 2015, at 6:30 PM, or as soon thereafter as the City Council Meeting is completed, in the City Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend.

Posted August 27, 2015, 2:00 P.M.

**A G E N D A**

1. Call to Order
2. Opening Ceremony
3. Roll Call
4. Approval of Minutes:
  - A. August 11, 2015 (Regular Meeting)
5. Communications:
6. Report of Chief Executive Officer
7. Resolutions:
  - A. 15-17: Ratify the Chief Executive Officer's Appointment of Nichole Camac as Secretary of the Redevelopment Agency

West Valley City does not discriminate on the basis of race, color, national origin, gender, religion, age or disability in employment or the provision of services.

If you are planning to attend this public meeting and, due to a disability, need assistance in understanding or participating in the meeting, please notify the City eight or more hours in advance of the meeting and we will try to provide whatever assistance may be required. The person to contact for assistance is Nichole Camac.

- B. 15-18: Approving the Purchase of Residential Property Located at 2998 West Lehman Avenue in West Valley City from Shirlyn Trinh and Hieu Hoang
  - C. 15-19: Approve the purchase of Residential Property from Jerry Huish/CM&J Co., LLC, for Property Located at 3578 and 3582 West Holmberg Street in West Valley City
8. Adjourn

## MINUTES OF RDA REGULAR MEETING –AUGUST 11, 2015

-1-

THE WEST VALLEY CITY REDEVELOPMENT AGENCY MET IN REGULAR SESSION ON TUESDAY, AUGUST 11, 2015, AT 7:06 P.M., IN THE CITY COUNCIL CHAMBERS, WEST VALLEY CITY HALL, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH. THE MEETING WAS CALLED TO ORDER BY CHAIRPERSON LANG.

THE FOLLOWING MEMBERS WERE PRESENT:

Karen Lang, Chair  
Steve Buhler, Vice Chair  
Tom Huynh, Board Member  
Corey Rushton, Board Member  
Steve Vincent, Board Member

Paul Isaac, Acting Chief Executive Officer  
Sheri McKendrick, Secretary

ABSENT: Ron Bigelow, Board Member  
Lars Nordfelt, Board Member

STAFF PRESENT:

Eric Bunderson, City Attorney  
Jim Welch, Finance Director  
Russell Willardson, Public Works Director  
Kevin Astill, Parks and Recreation Director  
John Evans, Fire Chief  
Lee Russo, Police Chief  
Sam Johnson, Strategic Communications Director  
Chris Curtis, Acting CPD Director  
Steve Pastorik, Acting CED Director  
Jake Arslanian, Public Works Department  
DeAnn Varney, Administration  
Nichole Camac, CED Department

### 1811 **OPENING CEREMONY**

The Opening Ceremony was previously conducted by Tom Huynh who led the Pledge of Allegiance to the Flag.

### 1812 **APPROVAL OF MINUTES OF REGULAR MEETING HELD JULY 7, 2015 AND SPECIAL REGULAR MEETING HELD JULY 21, 2015**

The Board read and considered Minutes of the Regular Meeting held July 7, 2015 and Special Regular Meeting held July 21, 2015. There were no changes, corrections or deletions.

## MINUTES OF RDA REGULAR MEETING –AUGUST 11, 2015

-2-

After discussion, Mr. Buhler moved to approve the Minutes of the Regular Meeting held July 7, 2015, and the Special Regular Meeting held July 21, 2015, as written. Mr. Huynh seconded the motion.

A roll call vote was taken:

Mr. Vincent	Yes
Mr. Buhler	Yes
Mr. Huynh	Yes
Mr. Rushton	Yes
Chairperson Lang	Yes

Unanimous.

1813

### **RESOLUTION NO. 15-14, APPROVE A PROPERTY MANAGEMENT SERVICES AGREEMENT WITH THE DRH COMPANY TO PROVIDE PROPERTY MANAGEMENT SERVICES**

Acting Chief Executive Officer, Paul Isaac, presented proposed Resolution No. 15-14 that would approve a Property Management Services Agreement with the DRH Company to provide property management services.

He stated the proposed agreement would authorize services on an as-needed basis. Dee Hansen, owner of the DRH Company, was a real estate broker and professional property manager who had provided services to the RDA for several years as part of the City Center redevelopment project. The proposed agreement outlined services the DRH Company would provide on an as-needed basis as directed by the RDA Administrator, and also specified the fees to be paid for those services in Section 4 of the proposed agreement.

After discussion, Mr. Rushton moved to approve Resolution No. 15-14, a Resolution Approving an Agreement with the DRH Company to Provide Property Management Services. Mr. Vincent seconded the motion.

A roll call vote was taken:

Mr. Vincent	Yes
Mr. Buhler	Yes
Mr. Huynh	Yes
Mr. Rushton	Yes
Chairperson Lang	Yes

Unanimous.

**MINUTES OF RDA REGULAR MEETING –AUGUST 11, 2015**

**-3-**

1814      **RESOLUTION NO. 15-15, RATIFY THE CHIEF EXECUTIVE OFFICER'S APPOINTMENT OF DEANN VARNEY AS A DEPUTY SECRETARY OF THE REDEVELOPMENT AGENCY OF WEST VALLEY CITY**

Acting Chief Executive Officer, Paul Isaac, presented proposed Resolution No. 15-15 that would ratify the Chief Executive Officer's appointment of DeAnn Varney as a Deputy Secretary of the Redevelopment Agency of West Valley City.

Mr. Isaac stated the RDA required a Deputy Secretary to act as the Secretary when assigned to do so. The Chief Executive Officer, Wayne Pyle, had requested the Board ratify his appointment of DeAnn Varney as Deputy Secretary.

After discussion, Mr. Huynh moved to approve Resolution No. 15-15, a Resolution Ratifying the Chief Executive Officer's Appointment of DeAnn Varney as a Deputy Secretary of the Redevelopment Agency of West Valley City. Mr. Buhler seconded the motion.

A roll call vote was taken:

Mr. Vincent	Yes
Mr. Buhler	Yes
Mr. Huynh	Yes
Mr. Rushton	Yes
Chairperson Lang	Yes

Unanimous.

1815      **RESOLUTION NO. 15-16, RATIFY THE CHIEF EXECUTIVE OFFICER'S APPOINTMENT OF ANGEL PEZELY AS A DEPUTY SECRETARY OF THE REDEVELOPMENT AGENCY OF WEST VALLEY CITY**

Acting Chief Executive Officer, Paul Isaac, presented proposed Resolution No. 15-16 that would ratify the Chief Executive Officer's appointment of Angel Pezely as a Deputy Secretary of the Redevelopment Agency of West Valley City.

Mr. Isaac stated the RDA required a Deputy Secretary to act as the Secretary when assigned to do so. The Chief Executive Officer, Wayne Pyle, had requested the Board ratify his appointment of Angel Pezely as Deputy Secretary.

After discussion, Mr. Vincent moved to approve Resolution No. 15-16, a Resolution Ratifying the Chief Executive Officer's Appointment of Angel Pezely as a Deputy Secretary of the Redevelopment Agency of West Valley City. Mr. Rushton seconded the motion.

**MINUTES OF RDA REGULAR MEETING –AUGUST 11, 2015**

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A roll call vote was taken:

Mr. Vincent	Yes
Mr. Buhler	Yes
Mr. Huynh	Yes
Mr. Rushton	Yes
Chairperson Lang	Yes

Unanimous.

THERE BEING NO FURTHER BUSINESS OF THE REDEVELOPMENT AGENCY OF WEST VALLEY CITY, THE REGULAR MEETING OF TUESDAY, AUGUST 11, 2015, WAS ADJOURNED AT 7:10 P.M., BY CHAIRPERSON LANG.

Item #:	_____
Fiscal Impact:	<u>\$0.00</u>
Funding Source:	_____
Account #:	_____
Budget Opening Required:	<u>No</u>

**ISSUE:**

A resolution appointing Nichole Camac as the Secretary of the Redevelopment Agency.

**SYNOPSIS:**

Chief Executive Officer Wayne Pyle is requesting the RDA Board ratify his appointment of Nichole Camac as Secretary of the Redevelopment Agency.

**RECOMMENDATION:**

Staff recommends approval of this resolution.

**SUBMITTED BY:**

Administration

**REDEVELOPMENT AGENCY OF WEST VALLEY CITY, UTAH**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION RATIFYING THE CHIEF EXECUTIVE OFFICER'S APPOINTMENT OF NICHOLE CAMAC AS SECRETARY OF THE REDEVELOPMENT AGENCY OF WEST VALLEY CITY.**

**WHEREAS**, the Chief Executive Officer desires to appoint Nichole Camac as the Secretary of the Redevelopment Agency of West Valley City; and

**WHEREAS**, Nichole Camac is willing to accept said appointment; and

**WHEREAS**, said appointment requires the advice and consent of the Board of Directors of the Redevelopment Agency;

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Directors of the Redevelopment Agency of West Valley City, Utah, that it hereby ratifies the Chief Executive Officer's appointment of Nichole Camac as Secretary of the Redevelopment Agency of West Valley City.

**PASSED, APPROVED and MADE EFFECTIVE** this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

REDEVELOPMENT AGENCY OF WEST  
VALLEY CITY

\_\_\_\_\_  
CHAIR

ATTEST:

\_\_\_\_\_  
SECRETARY





**REDEVELOPMENT AGENCY OF WEST VALLEY CITY**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING A REAL ESTATE  
PURCHASE AGREEMENT WITH SHIRLYN TRINH AND  
HIEU HOANG TO PURCHASE PROPERTY LOCATED AT  
2998 W. LEHMAN AVE.**

**WHEREAS**, the Redevelopment Agency of West Valley City (hereinafter the “Agency”) has previously created the City Center Redevelopment Project Area, and desires to further its goals within the project area by purchasing certain property within the area owned by Shirlyn Trinh and Hieu Hoang (hereinafter the “Sellers”); and

**WHEREAS**, Sellers desire to sell the property located at 2998 W. Lehman Avenue to the Agency; and

**WHEREAS**, an agreement has been prepared for execution by and between the Agency and the Sellers, a copy of which is attached hereto and entitled “Real Estate Purchase Agreement” (hereinafter the “Agreement”), which sets forth the rights, duties, and obligations of each of the parties thereto; and

**WHEREAS**, the Board of Directors of the Redevelopment Agency of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to approve the Agreement;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Redevelopment Agency of West Valley City, Utah, as follows:

1. That the Agreement for the purchase of property located at 2998 W. Lehman Avenue is hereby approved, subject to approval of the final form of the Agreement by the Chief Executive Officer and City Attorney’s Office; and
2. That the Chief Executive Officer is hereby authorized to accept the Deed to the property located at 2998 W. Lehman Avenue and to execute any documents necessary to complete the purchase on behalf of the Agency; and
3. That the West Valley City Recorder is hereby authorized to record the Deed in the Office of the Salt Lake County Recorder.

**PASSED, APPROVED, and MADE EFFECTIVE** this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 2015.

REDEVELOPMENT AGENCY OF WEST  
VALLEY CITY

\_\_\_\_\_  
CHAIR

ATTEST:

\_\_\_\_\_  
SECRETARY

## REAL ESTATE PURCHASE AGREEMENT

HIEU  
THIS REAL ESTATE PURCHASE AGREEMENT, herein the "Agreement," is made and entered into as of the 20<sup>th</sup> day of August, 2015, by and between ~~Hieu~~ Hoang and Shirlyn Trinh, as Joint Tenants, herein the "Seller," and the West Valley City Redevelopment Agency, a municipal corporation of the State of Utah, herein the "Buyer."

### RECITALS:

- A. The Seller owns a parcel of property located at 2998 West Lehman Avenue, in West Valley City, Salt Lake County, State of Utah, herein the "Property." The Property is more particularly described and depicted on the attached Exhibit "A," which is incorporated herein. For purposes of this Agreement, the term "Property" shall include the Property purchased pursuant to the terms of this Agreement and all of the Seller's right, title, and interest in and to all leases, privileges, rights-of-way, easements, and appurtenances, and all other rights appurtenant to or connected with the beneficial use or enjoyment of the Property, including, without limitation, any of the Seller's right, title, and interest in and to immediately adjacent public streets, roads, alleys, or rights-of-way; all mineral rights; all surveys in the Seller's possession or control relating to the Property; and all soils and other geological or environmental studies, investigations, and reports, engineering studies and reports, wetlands information and reports, and landscaping plans and specifications in the Seller's possession or control relating to the Property.
- B. The Seller desires to sell the Property to the Buyer, and the Buyer desires to purchase the Property from the Seller, upon the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the covenants and promises contained in this Agreement, the Buyer and the Seller agree as follows:

### AGREEMENT:

1. **Purchase of Property.** Subject to the terms and conditions of this Agreement, the Seller agrees to sell the Property to the Buyer, and the Buyer agrees to purchase the Property from the Seller. The Seller hereby agrees to effect this purchase and sale transaction through the use of a Warranty Deed, subject only to those title matters which are acceptable to the Buyer.
2. **Purchase Price.**
  - a. Purchase Price. The Purchase Price shall be \$206,000 payable in United States dollars.
  - b. Earnest Money. Within 10 days of the execution of this Agreement by all parties, the Buyer shall pay \$5,000 earnest money into escrow account with the title company to be paid to the Seller at Closing. The Earnest Money shall become non-refundable upon Buyers approval of the Title to the property.

- c. Balance of Purchase Price. The Buyer shall pay the entire Purchase Price, less the Earnest Money, in cash at the Closing.
  - d. Relocation Costs. The Buyer shall pay the Seller \$24,000 for relocation costs at Closing.
3. **Conditions to Closing.** The Closing shall not occur until each one of the following conditions precedent has been satisfied, in the Buyer's sole discretion, prior to the Closing; provided, however, that the Buyer is entitled to waive any of the conditions in writing.
- a. Approval of Title. At the Closing, the title to the Property shall be in a condition that is acceptable to the Buyer in its sole discretion. At the Buyer's written request, the Seller shall provide such documentation, releases, or reconveyances as may be necessary to provide a title acceptable to the Buyer.
  - b. Property Inspections/Condition. The Property shall be in a physical condition acceptable to the Buyer, in its sole discretion. Specifically, Buyer shall not accept the condition of the Property unless the Property is completely vacant and ready for demolition as of the date of Closing. The Buyer shall have 25 days from the date of the execution of this Agreement to perform physical inspections of the Property, including, but not limited to: any surveys, soils tests, groundwater tests, environmental tests, and any other tests Buyer determines. If the Buyer fails to terminate this Agreement within the 25 day period, the Buyer will be deemed to have accepted the physical condition of the Property.
  - c. Water Rights. The parties agree that all water rights, water shares, or stock owned by the Seller and associated with the property, if any, shall be conveyed to the Buyer.
  - d. Mineral Rights. The sale includes all mineral rights to the Property.
4. **Closing.** The term "Closing" is used in this Agreement to mean the time at which the title company records the Deed in the office of the Salt Lake County Recorder. The Closing shall occur on or before September 30, 2015, unless the Buyer and the Seller mutually agree in writing to close the transaction on an alternate date. Buyer and Seller shall both close with National Title Agency, officer Julie Wright.
- a. Buyer Deliveries. On or before the Closing Date, the Buyer shall deliver payment of the balance of the cash Purchase Price.
  - b. Seller Deliveries. On or before the Closing Date, the Seller shall deliver the following to the Buyer:
    - (i) The duly executed and acknowledged Warranty Deed in favor of the Buyer, conveying fee title to the Property, free and clear of all liens and

encumbrances which are unacceptable to the Buyer.

- (ii) Original copies, as available, of all contracts relating to the Property. If applicable, all such contracts shall be assigned to the Buyer at Closing.
- (iii) All security deposits of current tenants, if any.
- (iv) The Seller shall not pay closing costs, including title insurance, escrow or recording costs.

c. Buyer's Costs. The Buyer shall pay the following items at or before the Closing:

- (i) The Purchase Price.
- (ii) Closing, escrow and recording costs.
- (iii) The cost of title insurance.

d. Failure to Deliver.

- (i) If the Buyer fails or refuses to deliver the required funds at the Closing, the Seller may, at the Seller's option, extend the time for the Closing, or may commence an action for damages, or bring an action to compel specific performance by the Buyer. All costs shall be borne by the party incurring the cost. The Seller expressly agrees that the action for damages, or action for specific performance pursuant to this section shall be the Seller's sole remedies for the Buyer's failure to perform or deliver at the Closing.
- (ii) If the Seller fails or refuses to deliver a valid and acceptable Deed, or such other documents as may be necessary for the Seller to perform at the Closing, the Buyer may, at the Buyer's option, extend the time for the Closing, or may take any legal action necessary to enforce the Buyer's rights, to be made whole for damages caused by the Seller's default, and/or to compel specific performance by the Seller.

e. Prorations.

- (i) All water, sewer, and utility charges for the Property.
- (ii) Seller is paying the prorated 2015 General Property Taxes through the date of Closing, however, if for any reason the Salt Lake County Treasurer determines there are still taxes due on the property, including rollback taxes, it is the responsibility of the Seller to pay said taxes since the Buyer is tax exempt.

- (iii) All levied or pending assessments affecting the Property.
- (iv) Current rents received from the Property, if any.
- (v) The Seller shall furnish to the Buyer sufficient information to enable the Buyer and the Seller to make the prorations required under this Agreement.

**5. Seller's Representations, Warranties and Covenants.**

- a. The parties expressly understand that each of the following representations, warranties, and covenants made herein is material, and that the Buyer is relying upon each of such representations, warranties, and covenants as true and correct as of the date on which the parties executed this Agreement and as of the Closing Date, as though such representations, warranties and covenants had been made on each of such dates. As a condition to the Closing, the Seller hereby makes the following representations and warranties, in addition to any others made in this Agreement:
  - (i) At the Closing, the Seller will be the sole owner of the Property and will hold title to the Property in fee simple, free and clear of all encumbrances, except for those found acceptable by the Buyer.
  - (ii) The Seller warrants that there is no pending claim, suit, or litigation that involves the Property.
  - (iii) At the Closing, there will be no unpaid bills or claims in connection with the Property, except for utility bills related to the Seller remaining on the Property as set forth in Section 7 of this Agreement.
  - (iv) Between the date of this Agreement and the Closing date, the Seller, without the Buyer's prior written consent, shall not subject any right, title, or interest in the Property to any mortgage, pledge, lien, or other encumbrance.
  - (v) This Agreement and the consummation of this transaction do not and will not contravene any provision of any judgment, order, decree, writ, or injunction, and will not result in a breach of, constitute a default under, or require consent pursuant to any credit agreement, lease, indenture, mortgage, deed of trust, purchase agreement, guaranty, or other instrument to which any of the persons or entities comprising the Seller are presently a party or by which any of the same or their respective assets are presently bound or affected.

- (vi) All documents delivered to the Buyer by the Seller pursuant to this Agreement are true, correct, and complete originals or accurate copies of originals.

To the actual knowledge of the Seller no hazardous waste or toxic substances have been stored on, released into, generated on, or deposited upon the Property or into any water systems on or below the surface of the Property, and the Property complies with all local, state, and federal hazardous waste laws, rules, and regulations.

The Seller hereby agrees and covenants that the Purchase Price being paid by the Buyer constitutes full and adequate consideration for the Property and rights being acquired by the Buyer. The Seller also agrees and covenants that the sale of the Property is a transaction with the Buyer at arm's length in accordance with the terms and conditions set forth herein this Agreement and that the Seller was not induced, threatened, or otherwise compelled by Buyer to consummate the transaction.

These representations, warranties, and covenants of the Seller shall survive the Closing on the Property.

6. **Brokerage Commissions.** The Buyer is represented by Broker Dee Hansen of the DRH Realty, LLC. The Seller is not represented by a broker or real estate agent in this transaction. The Buyer shall be solely responsible for the payment of the commission to Dee Hansen in this transaction. Further, the Seller hereby indemnifies the Buyer from and against all claims, actions, damages, or costs, including reasonable attorney's fees and court costs, in connection with any claimed brokerage or real estate commissions with respect to the transaction contemplated by this Agreement that arise from or through any agent or broker consulted or used by the Seller. The Buyer hereby indemnifies the Seller from and against all claims, actions, damages, or costs, including reasonable attorney's fees and court costs, in connection with any claimed brokerage or real estate commissions with respect to the transaction contemplated by this Agreement that arise from or through any agent or broker consulted or used by the Buyer.
7. **Additional Acts and Consideration.** Both the Buyer and the Seller agree to execute all other documents and to do such other acts as may be reasonably necessary or proper in order to consummate the transaction contemplated by this Agreement.
8. **Notices.** All notices, requests, demands, and other communications required under this Agreement, except for normal, daily business communications, shall be in writing. Such written communication shall be effective upon personal delivery to any party or upon being sent by overnight mail service; by telecopy (with verbal confirmation of receipt); or by certified mail, return receipt requested, postage prepaid, and addressed to the respective parties as follows:



If to the Seller:

Hieu Hoang and Shirlyn Trinh  
3945 S. BURNINGHAM DR.  
WEST VALLEY UT 84119  
801-916-4835

If to the Buyer:

Mark Nord  
RDA Director  
3600 Constitution Boulevard  
West Valley City, Utah 84119  
Telephone: 801-963-3473  
Facsimile: 801-963-8434

With a copy to:

Claire Gillmor  
RDA Attorney  
West Valley City  
3600 Constitution Boulevard  
West Valley City, Utah 84119  
Telephone: 801-963-3271  
Facsimile: 801-963-3366

Either party may change its address for purposes of this Agreement by giving written notice to the other party.

9. **Attorney's Fees.** Should it become necessary for either party to enforce its rights under this Agreement, whether in suit or otherwise, the prevailing party shall be entitled to recover from the unsuccessful party reasonable attorney's fees and costs, in addition to any other relief to which the party attempting to enforce its rights hereunder may be entitled.
10. **Modification.** Neither party to this Agreement may amend or modify this Agreement, except in a writing executed by the parties hereto.
11. **Risk of Loss.** If, prior to the Closing Date, the Property or any portion thereof is damaged by fire, acts of God, or other casualty or cause, the Buyer shall have the right to terminate this Agreement and the Earnest Money shall be refunded to Buyer.
12. **Entire Agreement.** The parties expressly agree that this Agreement and the exhibits attached hereto constitute the full and complete understanding and agreement of the parties, and that this Agreement supersedes all prior understandings, agreements, and conversations between the parties, whether oral or written. Any prior negotiations, correspondence, or understandings related to the subject matter of this Agreement shall be deemed to be merged into this Agreement and the attached exhibits.
13. **Severability.** If any term or provision of this Agreement is invalid or unenforceable for any reason whatever, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.

14. **Captions and Headings.** The section headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement.
15. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original for all purposes, but all of which shall constitute but one and the same instrument.
16. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Utah.
17. **Assignability.** This Agreement shall bind and inure to the benefit of the assignees, heirs, and successors-in-interest of the Buyer and the Seller. Neither the Buyer nor the Seller shall assign its rights or delegate its obligations hereunder without the prior written consent of the other.
18. **Time of the Essence.** Time is of the essence with respect to the performance of the parties under this Agreement.
19. **Waiver.** A waiver by either party of any provision of this Agreement shall not operate or be construed as a waiver of any other subsequent breach.

IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement as of the day and year first above written.

*(Signatures follow on the next page.)*

BUYER:

West Valley City Redevelopment Agency

Chief Executive Officer

ATTEST:

Secretary

APPROVED AS TO FORM

RDA Attorney

By: BmH

Date: 8/26/15

SELLER:

Hieu Hoang

STATE OF Utah )

: ss.

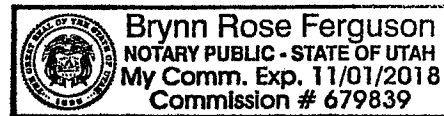
COUNTY OF Salt Lake )

On this 26<sup>th</sup> day of August, 2015, personally appeared before me, Hieu Hoang, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

[Signature]  
Notary Public

SELLER:

Shirlyn Trinh



STATE OF Utah )

: ss.

COUNTY OF Salt Lake )

On this 26<sup>th</sup> day of August, 2015, personally appeared before me, Shirlyn Trinh, the signer of the foregoing instrument, who duly acknowledged to me that she executed the same.

[Signature]  
Notary Public

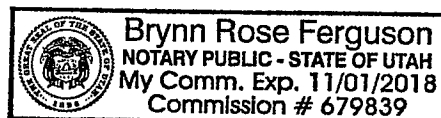


EXHIBIT A

Parcel No.: 15-33-104-013-0000

**RELOCATION FUNDS**

**ACKNOWLEDGEMENT OF RECEIPT,**

**RELEASE AND WAIVER**

**HIEU**

I, ~~Hieu~~ **HIEU** Hoang and Shirlyn Trinh, on this 26th day of August, 2015, hereby acknowledge by my signature below that I accept Twenty four thousand (\$24,000.00) allocated by the Redevelopment Agency of West Valley City ("RDA") for my relocation from 2998 West Lehman Avenue in West Valley City, UT. I agree that the RDA arrived at this amount for my relocation using the most equitable, most accurate methods possible. I agree that this amount is sufficient to facilitate my complete relocation. I further agree and understand that the RDA has fully and completely satisfied its obligation regarding my relocation.

To the greatest extent authorized by law, I hereby release and forever discharge the RDA and West Valley City and its representatives from any and all claims, demands, actions, and causes of action relating to any liability, loss, damage or expense, including attorneys fees, which arise out of, occur during, or are in any way connected with my relocation from 2998 West Lehman Avenue in West Valley City, UT.

To the extent that I bring a claim of any kind whatsoever against the RDA or West Valley City, I agree that this Acknowledgement of Receipt, Release and Waiver is to be construed under the laws of the State of Utah and that if any portion hereof is held invalid, the balance hereof shall, notwithstanding, continue in full legal force and effect. In signing this document, I hereby acknowledge that I have read this entire document, that I understand its terms, that by signing it I am giving up substantial legal rights I might otherwise have, and that I have signed it knowingly and voluntarily.

[PLEASE INITIAL BELOW IF APPLICABLE]

~~\_\_\_\_\_ I hereby direct West Valley City to distribute my relocation funds directly to the mover or moving company of my choice, and then to remit the balance, if any, to me. The mover of my choice is \_\_\_\_\_.~~

HIEU HOANG

Print Name



Signature

State of Utah )

:ss

County of Salt Lake )

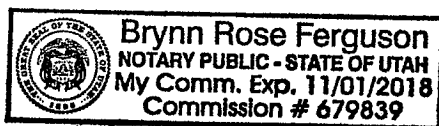
SHIRLYN TRINH

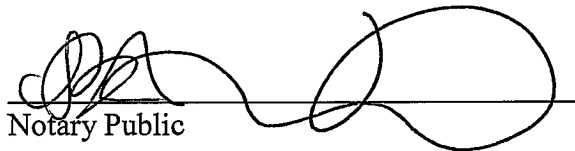
Print Name



Signature

On this 26 day of August, 20 15, personally appeared before me Hieu Hoang & Shirley Trinh, the signer of the foregoing **RELOCATION FUNDS ACKNOWLEDGEMENT OF RECEIPT, RELEASE AND WAIVER** who duly acknowledged to me that he/she executed the same.



  
Notary Public

State of Utah )

:ss

County of Salt Lake )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_, the signer of the foregoing **RELOCATION FUNDS ACKNOWLEDGEMENT OF RECEIPT, RELEASE AND WAIVER** who duly acknowledged to me that he/she executed the same.

\_\_\_\_\_  
Notary Public

Item: \_\_\_\_\_  
Fiscal Impact: \$67,034  
+ Closing/Broker costs  
Funding Source: RDA Fund  
Account #: N/A  
Budget Opening Required: ☐

**ISSUE:**

A Resolution approving the purchase of residential property from Jerry Huish/CM&J Co., LLC, for property located at 3578 and 3582 West Holmberg Street in West Valley City.

**SYNOPSIS:**

The Redevelopment Agency of West Valley City (RDA) desires to acquire residential property at 3578 and 3582 West Holmberg Street. This property is located in the City Center Redevelopment Project Area known as Fairbourne Station and will play a key role in the next phase of development. By owning the property, the RDA will have control of its use and can ensure that development meets the quality standards of Fairbourne Station.

**BACKGROUND:**

The City Center Redevelopment Project Area Plan, adopted by the RDA in 2004, entails urban renewal of the area that includes Valley Fair Mall, the property surrounding West Valley City Hall, and areas to the west of City Hall. Purchase of this property on Lehman Avenue furthers the vision of the City Center Redevelopment Project Area Plan.

**RECOMMENDATION:**

RDA staff recommends approval of the resolution.

**SUBMITTED BY:**

Mark Nord, RDA Director

**REDEVELOPMENT AGENCY OF WEST VALLEY CITY**

**RESOLUTION\_\_\_\_\_**

**A RESOLUTION APPROVING A REAL ESTATE  
PURCHASE AGREEMENT WITH CM&J CO., LLC, TO  
PURCHASE PROPERTY LOCATED AT 3578-3582 WEST  
HOLMBERG STREET.**

**WHEREAS**, the Redevelopment Agency of West Valley City (“Agency”) has previously created the City Center Redevelopment Project Area, and desires to further its goals within the area by purchasing certain property within the area from Jerry Huish/CM&J Co., LLC, (“Seller”); and

**WHEREAS**, Seller desires to sell the property located at 3578-3582 West Holmberg Street to the Agency; and

**WHEREAS**, an agreement has been prepared for execution by and between the Agency and the Seller, a copy of which is attached hereto and entitled “Real Estate Purchase Agreement,” (the “Agreement”). This Agreement sets forth the rights, duties, and obligations of each of the parties thereto; and

**WHEREAS**, the Board of Directors of the Redevelopment Agency of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to approve the Agreement;

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the Board of Directors of the Redevelopment Agency of West Valley City, Utah, as follows:

1. That the Agreement for the purchase of property located at 3578-3582 West Holmberg Street is hereby approved, subject to approval of the final form of the Agreement by the Chief Executive Officer and City Attorney’s Office; and
2. That the Chief Executive Officer is hereby authorized to accept the Deed to the property located at 3578-3582 West Holmberg Street and to execute any documents necessary to complete the purchase on behalf of the Agency; and
3. That the West Valley City Recorder is hereby authorized to record the Deed in the Office of the Salt Lake County Recorder.



**PASSED, APPROVED, and MADE EFFECTIVE** this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_ 2015.

REDEVELOPMENT AGENCY OF WEST  
VALLEY CITY

\_\_\_\_\_  
CHAIR

ATTEST:

\_\_\_\_\_  
SECRETARY

## REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT, herein the "Agreement," is made and entered into as of the 25th day of AUGUST, 2015, by and between CM&J Co., LLC, a Utah Limited Liability Company, herein the "Seller," and the West Valley City Redevelopment Agency, a municipal corporation of the State of Utah, herein the "Buyer."

### RECITALS:

- A. The Seller owns a parcel of property located at 3578-3582 West Holmberg Street, in West Valley City, Salt Lake County, State of Utah, herein the "Property." The Property is more particularly described and depicted on the attached Exhibit "A," which is incorporated herein. For purposes of this Agreement, the term "Property" shall include the Property purchased pursuant to the terms of this Agreement and all of the Seller's right, title, and interest in and to all leases, privileges, rights-of-way, easements, and appurtenances, and all other rights appurtenant to or connected with the beneficial use or enjoyment of the Property, including, without limitation, any of the Seller's right, title, and interest in and to immediately adjacent public streets, roads, alleys, or rights-of-way; all mineral rights; all surveys in the Seller's possession or control relating to the Property; and all soils and other geological or environmental studies, investigations, and reports, engineering studies and reports, wetlands information and reports, and landscaping plans and specifications in the Seller's possession or control relating to the Property.
- B. The Seller desires to sell the Property to the Buyer, and the Buyer desires to purchase the Property from the Seller, upon the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the covenants and promises contained in this Agreement, the Buyer and the Seller agree as follows:

### AGREEMENT:

1. **Purchase of Property.** Subject to the terms and conditions of this Agreement, the Seller agrees to sell the Property to the Buyer, and the Buyer agrees to purchase the Property from the Seller. The Seller hereby agrees to effect this purchase and sale transaction through the use of a Warranty Deed, subject only to those title matters which are acceptable to the Buyer.
2. **Purchase Price.**
- a. Purchase Price. The Purchase Price shall be \$250,000 payable in United States dollars.
- b. Earnest Money. Within 10 days of the execution of this Agreement by all parties, the Buyer shall pay ~~\$5,000~~ 10,000 earnest money into escrow account with the title company to be paid to the Seller at Closing. The Earnest Money shall become non-refundable upon Buyers approval of the Title to the property.

*Jhm*

*Jhm*

*8-25-15*

- c. Balance of Purchase Price. The Buyer shall pay the entire Purchase Price, less the Earnest Money, in cash at the Closing.
- d. Relocation Costs. The Buyer shall pay the Seller ~~\$50,000~~ for relocation costs at Closing. *67,034.00 Jhu*
3. **Conditions to Closing.** The Closing shall not occur until each one of the following conditions precedent has been satisfied, in the Buyer's sole discretion, prior to the Closing; provided, however, that the Buyer is entitled to waive any of the conditions in writing.
- a. Approval of Title. At the Closing, the title to the Property shall be in a condition that is acceptable to the Buyer in its sole discretion. At the Buyer's written request, the Seller shall provide such documentation, releases, or reconveyances as may be necessary to provide a title acceptable to the Buyer.
- b. Property Inspections/Condition. The Property shall be in a physical condition acceptable to the Buyer, in its sole discretion. Specifically, the Buyer shall not accept the Property unless it is vacant and ready for demolition on the date of Closing. The Buyer shall have 25 days from the date of the execution of this Agreement to perform physical inspections of the Property, including, but not limited to: any surveys, soils tests, groundwater tests, environmental tests, and any other tests Buyer determines. If the Buyer fails to terminate this Agreement within the 25 day period, the Buyer will be deemed to have accepted the physical condition of the Property.
- c. Water Rights. The parties agree that all water rights, water shares, or stock owned by the Seller and associated with the property, if any, shall be conveyed to the Buyer.
- d. Mineral Rights. The sale includes all mineral rights to the Property.
4. **Closing.** The term "Closing" is used in this Agreement to mean the time at which the title company records the Deed in the office of the Salt Lake County Recorder. The Closing shall occur on or before September 30, 2015, unless the Buyer and the Seller mutually agree in writing to close the transaction on an alternate date.
- a. Buyer Deliveries. On or before the Closing Date, the Buyer shall deliver payment of the balance of the cash Purchase Price.
- b. Seller Deliveries. On or before the Closing Date, the Seller shall deliver the following to the Buyer:
- (i) The duly executed and acknowledged Warranty Deed in favor of the Buyer, conveying fee title to the Property, free and clear of all liens and encumbrances which are unacceptable to the Buyer.



- (ii) Original copies, as available, of all contracts relating to the Property. If applicable, all such contracts shall be assigned to the Buyer at Closing.
  - (iii) All security deposits of current tenants, if any.
  - (iv) The Seller shall not pay closing costs, including title insurance, escrow or recording costs.
- c. Buyer's Costs. The Buyer shall pay the following items at or before the Closing:
  - (i) The Purchase Price.
  - (ii) Closing, escrow and recording costs.
  - (iii) The cost of title insurance.
- d. Failure to Deliver.
  - (i) If the Buyer fails or refuses to deliver the required funds at the Closing, the Seller may, at the Seller's option, extend the time for the Closing, or may commence an action for damages, or bring an action to compel specific performance by the Buyer. All costs shall be borne by the party incurring the cost. The Seller expressly agrees that the action for damages, or action for specific performance pursuant to this section shall be the Seller's sole remedies for the Buyer's failure to perform or deliver at the Closing.
  - (ii) If the Seller fails or refuses to deliver a valid and acceptable Deed, or such other documents as may be necessary for the Seller to perform at the Closing, the Buyer may, at the Buyer's option, extend the time for the Closing, or may take any legal action necessary to enforce the Buyer's rights, to be made whole for damages caused by the Seller's default, and/or to compel specific performance by the Seller.
- e. Prorations.
  - (i) All water, sewer, and utility charges for the Property.
  - (ii) Seller is paying the prorated 2015 General Property Taxes through the date of Closing, however, if for any reason the Salt Lake County Treasurer determines there are still taxes due on the property, including rollback taxes, it is the responsibility of the Seller to pay said taxes since the Buyer is tax exempt.
  - (iii) All levied or pending assessments affecting the Property.

*John* 8-25-15

- (iv) Current rents received from the Property, if any.
- (v) The Seller shall furnish to the Buyer sufficient information to enable the Buyer and the Seller to make the prorations required under this Agreement.

**5. Seller's Representations, Warranties and Covenants.**

- a. The parties expressly understand that each of the following representations, warranties, and covenants made herein is material, and that the Buyer is relying upon each of such representations, warranties, and covenants as true and correct as of the date on which the parties executed this Agreement and as of the Closing Date, as though such representations, warranties and covenants had been made on each of such dates. As a condition to the Closing, the Seller hereby makes the following representations and warranties, in addition to any others made in this Agreement:
  - (i) At the Closing, the Seller will be the sole owner of the Property and will hold title to the Property in fee simple, free and clear of all encumbrances, except for those found acceptable by the Buyer.
  - (ii) The Seller warrants that there is no pending claim, suit, or litigation that involves the Property.
  - (iii) At the Closing, there will be no unpaid bills or claims in connection with the Property, except for utility bills related to the Seller remaining on the Property as set forth in Section 7 of this Agreement.
  - (iv) Between the date of this Agreement and the Closing date, the Seller, without the Buyer's prior written consent, shall not subject any right, title, or interest in the Property to any mortgage, pledge, lien, or other encumbrance.
  - (v) This Agreement and the consummation of this transaction do not and will not contravene any provision of any judgment, order, decree, writ, or injunction, and will not result in a breach of, constitute a default under, or require consent pursuant to any credit agreement, lease, indenture, mortgage, deed of trust, purchase agreement, guaranty, or other instrument to which any of the persons or entities comprising the Seller are presently a party or by which any of the same or their respective assets are presently bound or affected.
  - (vi) All documents delivered to the Buyer by the Seller pursuant to this Agreement are true, correct, and complete originals or accurate copies of originals.

 8-25-15



To the actual knowledge of the Seller no hazardous waste or toxic substances have been stored on, released into, generated on, or deposited upon the Property or into any water systems on or below the surface of the Property, and the Property complies with all local, state, and federal hazardous waste laws, rules, and regulations.

The Seller hereby agrees and covenants that the Purchase Price being paid by the Buyer constitutes full and adequate consideration for the Property and rights being acquired by the Buyer. The Seller also agrees and covenants that the sale of the Property is a transaction with the Buyer at arm's length in accordance with the terms and conditions set forth herein this Agreement and that the Seller was not induced, threatened, or otherwise compelled by Buyer to consummate the transaction.

These representations, warranties, and covenants of the Seller shall survive the Closing on the Property.

6. **Brokerage Commissions.** The Buyer is represented by Broker Dee Hansen of the DRH Realty, LLC. The Seller is represented by Daniel C. Griffie of TIME Commercial Real Estate. The Buyer shall be solely responsible for the payment of the commission to Dee Hansen in this transaction and the Seller shall be solely responsible for the payment of commission to Daniel C. Griffie. Further, the Seller hereby indemnifies the Buyer from and against all claims, actions, damages, or costs, including reasonable attorney's fees and court costs, in connection with any claimed brokerage or real estate commissions with respect to the transaction contemplated by this Agreement that arise from or through any agent or broker consulted or used by the Seller. The Buyer hereby indemnifies the Seller from and against all claims, actions, damages, or costs, including reasonable attorney's fees and court costs, in connection with any claimed brokerage or real estate commissions with respect to the transaction contemplated by this Agreement that arise from or through any agent or broker consulted or used by the Buyer.
7. **Additional Acts and Consideration.** Both the Buyer and the Seller agree to execute all other documents and to do such other acts as may be reasonably necessary or proper in order to consummate the transaction contemplated by this Agreement.
8. **Notices.** All notices, requests, demands, and other communications required under this Agreement, except for normal, daily business communications, shall be in writing. Such written communication shall be effective upon personal delivery to any party or upon being sent by overnight mail service; by telecopy (with verbal confirmation of receipt); or by certified mail, return receipt requested, postage prepaid, and addressed to the respective parties as follows:

If to the Seller:

CM&J Co., LLC

7875 S. 965 E  
Sandy, UT. 84094

*Jim* 8-25-15

If to the Buyer:

---

Mark Nord  
RDA Director  
3600 Constitution Boulevard  
West Valley City, Utah 84119  
Telephone: 801-963-3473  
Facsimile: 801-963- 8434

With a copy to:

Claire Gillmor  
RDA Attorney  
West Valley City  
3600 Constitution Boulevard  
West Valley City, Utah 84119  
Telephone: 801-963-3271  
Facsimile: 801-963-3366

Either party may change its address for purposes of this Agreement by giving written notice to the other party.

9. **Attorney's Fees.** Should it become necessary for either party to enforce its rights under this Agreement, whether in suit or otherwise, the prevailing party shall be entitled to recover from the unsuccessful party reasonable attorney's fees and costs, in addition to any other relief to which the party attempting to enforce its rights hereunder may be entitled.
10. **Modification.** Neither party to this Agreement may amend or modify this Agreement, except in a writing executed by the parties hereto.
11. **Risk of Loss.** If, prior to the Closing Date, the Property or any portion thereof is damaged by fire, acts of God, or other casualty or cause, the Buyer shall have the right to terminate this Agreement and the Earnest Money shall be refunded to Buyer.
12. **Entire Agreement.** The parties expressly agree that this Agreement and the exhibits attached hereto constitute the full and complete understanding and agreement of the parties, and that this Agreement supersedes all prior understandings, agreements, and conversations between the parties, whether oral or written. Any prior negotiations, correspondence, or understandings related to the subject matter of this Agreement shall be deemed to be merged into this Agreement and the attached exhibits.
13. **Severability.** If any term or provision of this Agreement is invalid or unenforceable for any reason whatever, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.

*Jhu 8-25-15*

14. **Captions and Headings.** The section headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement.
15. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original for all purposes, but all of which shall constitute but one and the same instrument.
16. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Utah.
17. **Assignability.** This Agreement shall bind and inure to the benefit of the assignees, heirs, and successors-in-interest of the Buyer and the Seller. Neither the Buyer nor the Seller shall assign its rights or delegate its obligations hereunder without the prior written consent of the other.
18. **Time of the Essence.** Time is of the essence with respect to the performance of the parties under this Agreement.
19. **Waiver.** A waiver by either party of any provision of this Agreement shall not operate or be construed as a waiver of any other subsequent breach.

IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement as of the day and year first above written.

*Jhu* 20. **SUBJECT TO ADDENDUM NUMBER 1.**  
(Signatures follow on the next page.)

*Jhu* 8-25-15



BUYER:

West Valley City Redevelopment Agency

\_\_\_\_\_  
Chief Executive Officer

ATTEST:

\_\_\_\_\_  
Secretary

APPROVED AS TO FORM

RDA Attorney

By: \_\_\_\_\_

Date: \_\_\_\_\_

SELLER:

CM&J Co., LLC

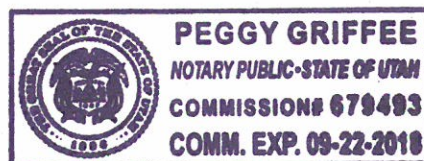
CM&J Co., LLC  
By: Jerry Huish, mgr.  
Its: manager

STATE OF UTAH )

COUNTY OF SALT LAKE ) : ss.

On this 25<sup>TH</sup> day of AUGUST, 2015, personally appeared before me JERRY HUISH [name of person(s)], whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the MANAGER [title], of CM&J Co., LLC, and that this Real Estate Purchase Agreement was signed by him/her in behalf of said limited liability company by authority of its members or its articles of organization, and he/she acknowledged to me that said limited liability company executed the same.

Peggy Griffie  
Notary Public



**RELOCATION FUNDS**

**ACKNOWLEDGEMENT OF RECEIPT,**

**RELEASE AND WAIVER**

I, JERRY K. HUISH MANAGER CMEJED. LLC, on this  
25 day of AUGUST, 2015, hereby acknowledge by my signature  
below that I accept SIXTY SEVEN THOUSAND THIRTY FOUR (\$ 67,034) allocated by  
the Redevelopment Agency of West Valley City ("RDA") for my relocation from  
3578-3582 W. HOLMBURG ST. in West Valley City, UT. I agree that the RDA arrived at this  
amount for my relocation using the most equitable, most accurate methods possible. I agree that  
this amount is sufficient to facilitate my complete relocation. I further agree and understand that  
the RDA has fully and completely satisfied its obligation regarding my relocation.

To the greatest extent authorized by law, I hereby release and forever discharge the RDA  
and West Valley City and its representatives from any and all claims, demands, actions, and  
causes of action relating to any liability, loss, damage or expense, including attorneys fees, which  
arise out of, occur during, or are in any way connected with my relocation from  
3578-3582 W. HOLMBURG ST. in West Valley City, UT.

To the extent that I bring a claim of any kind whatsoever against the RDA or West Valley  
City, I agree that this Acknowledgement of Receipt, Release and Waiver is to be construed under  
the laws of the State of Utah and that if any portion hereof is held invalid, the balance hereof  
shall, notwithstanding, continue in full legal force and effect. In signing this document, I hereby  
acknowledge that I have read this entire document, that I understand its terms, that by signing it I  
am giving up substantial legal rights I might otherwise have, and that I have signed it knowingly  
and voluntarily.



[PLEASE INITIAL BELOW IF APPLICABLE]

\_\_\_\_\_ I hereby direct West Valley City to distribute my relocation funds directly to ~~the~~  
~~mover or moving company of my choice, and then to remit the balance, if any, to me. The mover~~  
of my choice is THE SELLER.

Jerry Huish, mgr  
Print Name

\_\_\_\_\_  
Print Name

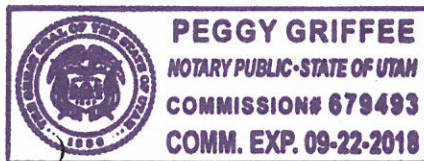
Jerry Huish, mgr.  
Signature

\_\_\_\_\_  
Signature

State of Utah )  
:ss  
County of Salt Lake )

On this 25<sup>TH</sup> day of AUGUST, 20 15, personally appeared before me  
JERRY HUISSH, the signer of the foregoing **RELOCATION FUNDS**  
**ACKNOWLEDGEMENT OF RECEIPT, RELEASE AND WAIVER** who duly  
acknowledged to me that he/she executed the same.

State of Utah )



:ss

County of Salt Lake )

Peggy Griffie  
Notary Public

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me  
\_\_\_\_\_, the signer of the foregoing **RELOCATION FUNDS**  
**ACKNOWLEDGEMENT OF RECEIPT, RELEASE AND WAIVER** who duly  
acknowledged to me that he/she executed the same.

\_\_\_\_\_  
Notary Public





**ADDENDUM NO. 1**  
**TO**  
**REAL ESTATE PURCHASE CONTRACT**



**THIS IS AN** ☐ **ADDENDUM** ☒ **COUNTEROFFER** to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of 25th day of August, 2015 including all prior addenda and counteroffers, between WEST VALLEY CITY REDEVELOPMENT AGENCY as Buyer, and JERRY K. HUISH MANAGER CM&J CO. as Seller, regarding the Property located at 3578-3582 WEST HOLMBERG ST. WEST VALLEY UTAH. The following terms are hereby incorporated as part of the REPC:

1. EARNEST MONEY TO BE INCREASED TO \$10,000. 2. EARNEST MONEY TO BE RELEASED TO THE SELLER WITHIN 3 WORKING DAYS OF ACCEPTANCE. 3. TITLE COMPANY TO BE METRO NATIONAL TITLE. (ED CAMPBELL) *Jhu*

**BUYER AND SELLER AGREE THAT THE CONTRACT DEADLINES REFERENCED IN SECTION 24 OF THE REPC (CHECK APPLICABLE BOX):** ☐ **REMAIN UNCHANGED** ☒ **ARE CHANGED AS FOLLOWS:** \_\_\_\_\_

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. ☐ **Seller** ☒ **Buyer** shall have until 5 : 00 ☐ **AM** ☒ **PM** Mountain Time on August 28, 2015 (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

*Jerry Huish, Mgr. 8-25-15 3:30 PM*  
☐ Buyer ☒ Seller Signature \_\_\_\_\_ (Date) \_\_\_\_\_ (Time) ☐ Buyer ☐ Seller Signature \_\_\_\_\_ (Date) \_\_\_\_\_ (Time)

**ACCEPTANCE/COUNTEROFFER/REJECTION**

**CHECK ONE:**

☐ **ACCEPTANCE:** ☐ **Seller** ☐ **Buyer** hereby accepts the terms of this ADDENDUM.

☐ **COUNTEROFFER:** ☐ **Seller** ☐ **Buyer** presents as a counteroffer the terms of attached ADDENDUM NO. \_\_\_\_

\_\_\_\_\_  
 (Signature) (Date) (Time) (Signature) (Date) (Time)

☐ **REJECTION:** ☐ **Seller** ☐ **Buyer** rejects the foregoing ADDENDUM.

\_\_\_\_\_  
 (Signature) (Date) (Time) (Signature) (Date) (Time)

**THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, EFFECTIVE AUGUST 5, 2003. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.**